

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 25	
1. Contract/Purch Order/Agreement No.  DAAE20-03-P-0064			2. Delivery Order/Call No.		3. Date Of Order/Call (YYYYMMDD)  2002NOV12		4. Requisition/Purch Request No.  SEE SCHEDULE			5. Priority  DOA5	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CSC-B PEGGY J. FRAZIER (309)782-4179 ROCK ISLAND IL 61299-7630  EMAIL: FRAZIERP@RIA.ARMY.MIL				Code W52H09	7. Administered By (If other than 6) DCMA VAN NUYS 6230 VAN NUYS BLVD VAN NUYS CA 91401-2713  SCD C PAS NONE ADP PT HQ0339				Code S0512A	8. Delivery FOB  <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other  (See Schedule if other)	
9. Contractor  W MACHINE WORKS 7618 WOODMAN AVE UNIT 18 PANORAMA CITY CA 91402-6566  Name and Address  TYPE BUSINESS: Other Small Business Performing in U.S.			Code OBJV5	Facility	10. Deliver To FOB Point By (Date) (YYYYMMDD)  SEE SCHEDULE			11. X If Business Is  <input checked="" type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned			
12. Discount Terms			13. Mail Invoices To the Address in Block See Block 15								
14. Ship To SEE SCHEDULE			Code	15. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381			Code HQ0339	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2			
16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
Purchase	X	Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0283, Dated furnish the following on terms specified herein.									
Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.											
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price			20. Quantity Ordered/Accepted*	21. Unit	22. Unit Price	23. Amount				
	KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. United States Of America  /SIGNED/ By: ADELAIDE J TKATCH /SIGNED/ TKATCHA@RIA.ARMY.MIL (309)782-5313 Contracting/Ordering Officer				25. Total	\$97,150.00		
26. Quantity In Column 20 Has Been  <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted  Date Signature Of Authorized Govt Representative				27. Ship. No.	28. D.O. Voucher No.	30. Initials					
36. I certify this account is correct and proper for payment  Date Signature And Title Of Certifying Officer				29. Differences	31. Payment  <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For				
							34. Check Number				
							35. Bill Of Lading No.				
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.						

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 25
	PIIN/SIIN DAAE20-03-P-0064 MOD/AMD	
Name of Offeror or Contractor: W MACHINE WORKS		

SUPPLEMENTAL INFORMATION

THE FOLLOWING IS PROVIDED AS A SUMMARY OF THE REQUIREMENTS IN THIS RFQ:

1. MOUNTING BRACKET - NSN 5340-01-304-6592 P/N 12524488
- END ITEM IS M242 GUN. MATERIAL: SHEET, CRES 15-7 PH PER AMS 5520, .063 THK. MUST BE CUT, FORMED, AND DRILLED. APPROXIMATE SIZE IS 122.0 MM X 119.0 MM. HEAT TREAT AFTER FORMING TO CONDITION TH1050 RH1050 PER MIL-H-6875.
- OFFERORS SHOULD PROVIDE A QUOTE FOR PRODUCTION WITH AND WITHOUT A FIRST ARTICLE TEST.
- ACCEPTANCE INSPECTION EQUIPMENT (AIE) MUST BE PROVIDED FOR APPROVAL. (SEE THE CLAUSE AT ES7002)
2. MOUNTING PLATE - NSN 5340-01-456-2556 P/N 12524575
- END ITEM IS M242 GUN. MATERIAL: 7075 AL ALLOY PLATE PER QQ-A-250/12, TEM T6 OR 5651. PRECISION MACHINING REQUIRED.
- OFFERORS SHOULD PROVIDE A QUOTE FOR PRODUCTION WITH AND WITHOUT A FIRST ARTICLE TEST.
- ACCEPTANCE INSPECTION EQUIPMENT (AIE) MUST BE PROVIDED FOR APPROVAL. (SEE THE CLAUSE AT ES7002)
- HEAVY PHOSPHATE COATING PER MIL-DTL-16232 (FINISH SERIES 5.3 OF MIL-STD-171) IS REQUIRED (SEE THE CLAUSE AT CS6510).
3. AN OFFEROR MUST QUOTE ON ALL ITEMS IN THIS SOLICITATION TO BE ELIGIBLE FOR AWARD. ALL ITEMS WILL BE AWARDED ONLY AS A UNIT. EVALUATION OF OFFERS WILL BE BASED, AMONG OTHER FACTORS, UPON THE TOTAL PRICE QUOTED FOR ALL ITEMS. (SEE MS7100)
4. THIS SOLICITATION INCLUDES THE OPTION PROVISION WHICH IS APPLICABLE TO BOTH ITEMS, SEE IF6080, FAR CLAUSE 52.217-6, "EVALUATED OPTION FOR INCREASED QUANTITY".
5. OFFERORS ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE MADE BASED ON PRICE ALONE, BUT ON EVALUATION OF PRICE AND PAST PERFORMANCE. PAST PERFORMANCE IS CONSIDERED TO BE MORE IMPORTANT THAN PRICE. (SECTIONS L AND M)
6. REQUEST OFFERORS QUOTATIONS REMAIN VALID FOR 90 DAYS.
7. AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.
8. FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES."

\*\*\* END OF NARRATIVE A 001 \*\*\*

1. THE FOLLOWING CLAUSES ARE HEREBY ADDED TO THIS AWARD DOCUMENT:
- DISPUTES - 52.233-1 (IF0014), TERMINATION FOR CONVENIENCE - 52.249-1 (IF0129), DEFAULT - 52.249-8 (IF0132)
2. THIS AWARD IS FOR THE FOLLOWING:
- MOUNTING BRACKET

P/N: 12524488

NSN: 5340-01-304-6592

BASIC QTY: 319 EA

OPTION QTY: 181 EA

TOTAL AWD QTY: 500 EA
- MOUNTING PLATE

P/N: 12524575

NSN: 5340-01-456-2556

BASIC QTY: 14 EA

OPTION QTY: 14 EA

TOTAL AWD QTY: 28 EA
3. THIS PURCHASE ORDER CONTAINS THE REQUIREMENT AT FAR 52.246-4531, FOR THE SUBMISSION OF THE PROPOSED ACCEPTANCE INSPECTION EQUIPMENT TO BE USED. (SEE THE CLAUSE AT ES7002)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-P-0064 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 25
<b>Name of Offeror or Contractor:</b> W MACHINE WORKS		

4. THE REQUIREMENT AT FAR 52.209-4512, "FIRST ARTICLE TEST (CONTRACTOR TESTING)" IS HEREBY WAIVED FOR BOTH THE MOUNTING BRACKET AND THE MOUNTING PLATE.
5. AS A RESULT OF THE ACTION TAKEN BY PARAGRAPH 4, CLINS 0001AA, 0001AB, 0002AA AND 0002AB ARE HEREBY DELETED.
6. INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE QUALITY SYSTEM CURRENTLY IN PLACE WHICH IS IN COMPLIANCE WITH ANSI/ASQ 9001. NO IPI WILL BE REQUIRED FOR THIS PURCHASE ORDER.
7. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE TECHNICAL DATA PACKAGES FORWARDED TO W MACHINE UNDER SEPARATE COVER.
8. W MACHINE IS HEREBY AUTHORIZED TO USE THE FOLLOWING VENDOR FOR ALL PACKAGING REQUIREMENTS ON THIS PURCHASE ORDER:
- JAMAR PACKAGING  
24810 AVENUE TIBBITTS  
VALENCIA CA 91355
9. ACCELERATED DELIVERIES ARE ACCEPTABLE AT NO INCREASE IN COST TO EITHER PARTY.

\*\*\* END OF NARRATIVE A 002 \*\*\*

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation:		
1. has inappropriate requirements; or		
2. needs streamlining; or		
3. should be changed		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		

Name of Offeror or Contractor: W MACHINE WORKS

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3224  
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

352.210-4516COMMERCIAL EQUIVALENT ITEM(S)JUN/1998  
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

452.211-4506INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDSDEC/1997  
TACOM-RI

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-03-P-0064      <b>MOD/AMD</b></p>	<p><b>Page 5 of 25</b></p>
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**Name of Offeror or Contractor:** W MACHINE WORKS

the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

5	52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	FEB/2002
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TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
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TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-03-P-0064      <b>MOD/AMD</b></p>	<p><b>Page</b> 6 <b>of</b> 25</p>
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**Name of Offeror or Contractor:** W MACHINE WORKS

Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

7                    52.246-4538                    CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2                    JUN/1998  
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0064 MOD/AMD	Page 7 of 25
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Name of Offeror or Contractor: W MACHINE WORKS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>				
0001AC	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>	319	EA	\$ 93.50000	\$ 29,826.50
	<p>NSN: 5340-01-304-6592  NOUN: BRACKET,MOUNTING  FSCM: 19200  PART NR: 12524488  SECURITY CLASS: Unclassified  PRON: M121S583M1 PRON AMD: 05 ACRN: AA  AMS CD: 070011H8GUN</p> <p><u>Packaging and Marking</u>  PACKAGING/PACKING/SPECIFICATIONS:  COMMERCIAL PACKAGING  UNIT PACK: 01 INTERMEDIATE PACK: 01  LEVEL PRESERVATION: Commercial  LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u>  DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>  002 W52H091320A615 W25G1U J 1  <u>DEL REL CD QUANTITY DEL DATE</u>  001 159 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (W25G1U) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>  DAAE20-03-P-0064/0000</p> <p>DOC SUPPL  <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>  003 W52H091320A616 W62G2T J 1  <u>DEL REL CD QUANTITY DEL DATE</u>  001 160 30-APR-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u>  (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN  25600 S CHRISMAN ROAD  REC WHSE 10 PH 209 839 4307  TRACY CA 95376-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u>  DAAE20-03-P-0064/0000</p>				

**Name of Offeror or Contractor:** W MACHINE WORKS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	<p>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</p> <p>NSN: 5340-01-304-6592 NOUN: BRACKET,MOUNTING FSCM: 19200 PART NR: 12524488 SECURITY CLASS: Unclassified PRON: M131V072M1      PRON AMD: 02      ACRN: AA AMS CD: 070011H8GUN</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01      INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC      SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 001   W52H092290A627   W25G1U    J           1 <u>DEL REL CD</u>      <u>QUANTITY</u>      <u>DEL DATE</u> 001                      80                      30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W25G1U)    XU TRANSPORTATION OFFICER               DDSP NEW CUMBERLAND FACILITY               BUILDING MISSION DOOR 113 134               NEW CUMBERLAND              PA 17070-5001</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0064/0000</p> <p>DOC      SUPPL <u>REL CD</u>    <u>MILSTRIP</u>    <u>ADDR</u>    <u>SIG CD</u>    <u>MARK FOR</u>    <u>TP CD</u> 002   W52H092290A628   W62G2T    J           1 <u>DEL REL CD</u>      <u>QUANTITY</u>      <u>DEL DATE</u> 001                      21                      30-MAY-2003</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T)    XU DEF DIST DEPOT SAN JOAQUIN               25600 S CHRISMAN ROAD               REC WHSE 10 PH 209 839 4307               TRACY                              CA 95376-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-03-P-0064/0000</p> <p>DOC      SUPPL</p>	181	EA	\$ 93.50000	\$ 16,923.50



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 003   W52H092290A629   W45G19      J                          1</div> <div>DEL REL CD                QUANTITY                DEL DATE 001                                 80                                 30-MAY-2003</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W45G19)   SR W390 RED RIVER MUNITIONS CTR HIGHWAY 82 WEST CL V GATE 44 BLDG 184 TEXARKANA                                 TX 75507-5000</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-03-P-0064/0000</div>				
0002	<div>Supplies or Services and Prices/Costs</div>				
0002AC	<div>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</div> <div>NSN: 5340-01-456-2556 NOUN: PLATE,MOUNTING FSCM: 19200 PART NR: 12524575 SECURITY CLASS: Unclassified PRON: M122S630M1   PRON AMD: 04      ACRN: AB AMS CD: 060011H8GUN</div> <div>Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: 01                          INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial</div> <div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance DOC                                 SUPPL REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP CD 001   W52H092021A611   W25G1U      J                          1</div> <div>DEL REL CD                QUANTITY                DEL DATE 001                                 14                                 30-APR-2003</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (W25G1U)   XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND                                 PA 17070-5001</div> <div>CONTRACT/DELIVERY ORDER NUMBER DAAE20-03-P-0064/0000</div> <div>DOC                                 SUPPL</div>	28	EA	\$ 1,800.00000	\$ 50,400.00

Name of Offeror or Contractor: W MACHINE WORKS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div><div>REL CD</div><div>MILSTRIP</div><div>ADDR</div><div>SIG CD</div><div>MARK FOR</div><div>TP CD</div></div><div><div>002</div><div>W52H092021A612</div><div>W62G2T</div><div>J</div><div></div><div>1</div></div></div><div><div><div>DEL REL CD</div><div>QUANTITY</div><div>DEL DATE</div></div><div><div>001</div><div>14</div><div>30-APR-2003</div></div></div></div> <div>FOB POINT: Destination</div> <div><div>SHIP TO: FREIGHT ADDRESS</div><div>(W62G2T) XU DEF DIST DEPOT SAN JOAQUIN</div><div>25600 S CHRISMAN ROAD</div><div>REC WHSE 10 PH 209 839 4307</div><div>TRACYCA 95376-5000</div></div> <div><div>CONTRACT/DELIVERY ORDER NUMBER</div><div>DAAE20-03-P-0064/0000</div></div>				

Name of Offeror or Contractor: W MACHINE WORKS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524488 with revisions in effect as of 11/02/01 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI 12524488	MIL-P-116	MIL-STD-2073-1
	MIL-B-117	MIL-DTL-117

CHANGE DISTRIBUTION STATEMENT TO "C"

DWGS	12524558	12524332	12524370	12524390	12535019	12524001
QAR	12524488	MIL-STD-105-AQLS		MIL-STD-1916 VL IV FOR MAJOR &		
		& TABLE I-ATTRIBUTES		MIL-STD-1916 VL II FOR MINOR		
		SAMPLING INSPECTIONS		CHARACTERISTICS		

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524575 with revisions in effect as of 01/25/02 (except as follows):

DOCUMENT	DELETE	REPLACE WITH
SPI-12524575	MIL-P-116	MIL-STD-2073-1
	MIL-L-3150	MIL-PRF-3150
	MIL-P-3420	MIL-PRF-3420
	MIL-B-117	MIL-DTL-117
DWG	12524617	REMOVE VENDOR "ZELEND A MACHINE AND TOOLS CORP" FROM DWG

DOCUMENT	DELETE	REPLACE WITH
QAR 12524169	MIL-STD-105	MIL-STD-1916
	MIL-STD-105 AQLS	MIL-STD-1916 VL IV FOR MAJOR &
		MIL-STD-1916 VL II FOR MINOR
		CHARACTERISTICS

QAR 12524191	"	"
QAR 12524192	"	"
QAR 12524193	"	"
QAR 12524194	"	"
QAR 12524195	"	"
QAR 12524196	"	"
QAR 12524197	"	"
QAR 12524198	"	"
QAR 12524201	"	"
QAR 12524207	"	"
QAR 12524213	"	"
QAR 12524602	"	"
QAR 12524631	"	"

DRAWINGS: 12524192, 12524193, 12524196, 12524197, 12524556, 12524194, 12524195, 12524631, 12524558, 12524758, 12534960, 12534892, 12534959. CHANGE DISTRIBUTION STATEMENT "A" TO "C".

(CS6100)

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TACOM-RI  
The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSC-B/PEGGY FRAZIER, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

(CS6510)

10	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

PACKAGING AND MARKING

11	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000
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a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

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Preservation: COMMERCIAL  
 Level of Packing: COMMERCIAL  
 Quantity Per Unit Package: ONE (01)  
 Quantity of Unit Packages Per Intermediate Container: ONE (01)

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all

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applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

12	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996												
13	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999												
The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)															
<table><tr><th>Title</th><th>Number</th><th>Date</th><th>Tailoring</th></tr><tr><td>( ) Quality Management Systems - Requirements</td><td>ISO 9001:2000</td><td>13 Dec 2000</td><td>Tailored by excluding paragraph 7.3</td></tr><tr><td>( ) Quality systems - Model for QA</td><td>ISO 9002</td><td>1994</td><td>Untailored</td></tr></table>				Title	Number	Date	Tailoring	( ) Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 2000	Tailored by excluding paragraph 7.3	( ) Quality systems - Model for QA	ISO 9002	1994	Untailored
Title	Number	Date	Tailoring												
( ) Quality Management Systems - Requirements	ISO 9001:2000	13 Dec 2000	Tailored by excluding paragraph 7.3												
( ) Quality systems - Model for QA	ISO 9002	1994	Untailored												
(End of clause)															

(EF6002)

14	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
a. The first article shall consist of:			
1) BRACKET, MOUNTING, NSN: 5340-01-304-6592; P/N 12524488; 3 EA, 2) PLATE, MOUNTING, NSN: 5340-01-456-2556; P/N 12524575; 3 EA; in accordance with all requirements of TDPs 12524488 AND 12524575, INCLUDING ALL QUALITY ASSURANCE REQUIREMENTS (QARs).			
which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.			
b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.			

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c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW-C.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

15	52.209-4513 TACOM-RI	FIRST ARTICLE CONFIRMATORY TEST	MAY/1994
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a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

QUANTITY	ITEM NOMENCLATURE	DRAWING
3	MOUNTING BRACKET	12524488
3	MOUNTING PLATE	12524575

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test

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sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: AS DIRECTED BY THE CONTRACTING OFFICER.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: N/A.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

16	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

17	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	MAR/2001
	TACOM-RI		

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics



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listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

18	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000	APR/2001
	TACOM-RI		

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

- (1)\_\_\_\_NOT CERTIFIED
- (2)\_\_\_\_CERTIFIED
  - (i)\_\_\_\_DATE OF CERTIFICATION
  - (ii)\_\_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

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e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

19	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
20	52.247-34	F.O.B. DESTINATION	NOV/1991
21	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
22	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	TACOM-RI		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

Name of Offeror or Contractor: W MACHINE WORKS

CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG						JOB	ACCOUNTING	OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION				ORDER	STATION	AMOUNT
0001AC	M121S583M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	29,826.50
	070011H8GUN									
0001AD	M131V072M1	AA	2	97 X4930AC6G 6D	26FB	S11116			W52H09 \$	16,923.50
	070011H8GUN									
0002AC	M122S630M1	AB	2	97 X4930AC9G 6D	26KB	S11116			W52H09 \$	50,400.00
	060011H8GUN									
									TOTAL \$	97,150.00

SERVICE								ACCOUNTING	OBLIGATED
NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION						STATION	AMOUNT
Army	AA	97 X4930AC6G 6D	26FB	S11116				W52H09 \$	46,750.00
Army	AB	97 X4930AC9G 6D	26KB	S11116				W52H09 \$	50,400.00
									TOTAL \$ 97,150.00

2352.232-4503CONTRACTOR'S REMITTANCE ADDRESSAUG/1994

TACOM-RI

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(GS7015)

(End of Clause)

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**SPECIAL CONTRACT REQUIREMENTS**  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

24	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

**CONTRACT CLAUSES**  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>      or      [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

25	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
26	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
27	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (ALTERNATE I)	OCT/1995
28	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
29	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002

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30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
31	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
33	52.243-1	CHANGES - FIXED PRICE	AUG/1987
34	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
35	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
	DFARS		
36	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
	DFARS		
37	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
38	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
39	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
40	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
41	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	SEP/2002

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

[www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

(IF8001)

42	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990
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a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 & 0002 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 & 0002 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 90 DAYS AFTER AWARD by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option

(F.O.B. Destination)

\$\_\_\_\_\_ CLIN 0001

\$\_\_\_\_\_ CLIN 0002

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for

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the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

43                      52.209-3                      FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II                      JAN/1997

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

44                      52.215-8                      ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT                      OCT/1997

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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

45 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

46 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001  
DFARS  
(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)



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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		002	
Attachment 002	DD 1423 CDRLS	26-FEB-2002	003	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)